



Market Actor and Customer Agreement

Southwestern Electric Power Company (SWEPCO) Commercial Solutions Program

This document is only required for Market Actor (energy efficiency service providers) submitting a Commercial Solutions CSOL Program Application on behalf of an SWEPCO Louisiana distribution customer. Please list each customer site.

Project Name: _____ Project Number: _____

Project Location/Site (list all sites): _____

Estimated Start Date: _____ Estimated Completion Date: _____

1. Customer agrees to provide SWEPCO, upon five (5) business days' prior oral notice, full and complete access to the project site for any purpose related to the Commercial Solutions Program. Access shall be provided during Customer's normal business hours and in compliance with Customer's reasonable access requirements.
2. Customer acknowledges that any view, inspection, or acceptance by SWEPCO of the project site or of the design, construction, installation, operation or maintenance of the measures is solely for the information of SWEPCO and that, in performing any such inspection or review or in accepting the measures, SWEPCO makes no representations or warranty whatsoever as to the economic or technical feasibility, capability, safety or reliability of the measures, their installation by the Market Actor, or their compatibility with Customer's facilities.
3. Customer acknowledges that the energy efficiency project would not have been completed or would have been completed with less efficient measures except for the CSOL program and the incentive provided.
4. Customer acknowledges that the Market Actor is an independent contractor with respect to SWEPCO and the CSOL and that the Market Actor is not authorized to make representations or incur obligations on behalf of SWEPCO.
5. Customer acknowledges that SWEPCO is not a party to the Customer Agreement and that the Market Actor is solely responsible for performance thereunder.
6. Customer acknowledges that SWEPCO makes no warranty or representation regarding the qualifications of the Market Actor, and that the Customer is solely responsible for the selection of the Market Actor.
7. Customer acknowledges that the Customer may file a complaint with the Louisiana Public Service Commission concerning the Market Actor, but that SWEPCO will play no role in resolving any disputes that arise between the Customer and the Market Actor.
8. Customer acknowledges for a project that involves retrofitting existing lighting fixtures to operate on the facilities distribution line voltage of at least 110 volts, warning labels shall be installed on each retrofitted fixture to alert anyone performing maintenance of the potential for a shock hazard.
9. Customer agrees to release SWEPCO from any and all claims, demands, losses, damages, costs, and legal liability including, but not limited to 1) injury or death of persons, 2) damage to natural resources, 3) violation of any local, state, or federal law or regulation including, but not limited to, environmental and health and safety laws or regulations, 4) strict liability imposed by any law or regulation, 5) equipment malfunctions, or 6) energy savings shortfalls arising out of, related to, or in any way connected with the Project, regardless of any strict liability or negligence of SWEPCO, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability, or violation of law or regulation as may be caused by the active negligence or willful misconduct of SWEPCO, and resulting from its acceptance of the project for participation in the CSOL.

Customer Representative

Market Actor Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____